

Agreement # **24-1900-019**

Service PO # **24SC191360**

STATE OF SOUTH DAKOTA
DEPARTMENT OF LEGISLATIVE AUDIT
AND
DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

Consulting Agreement
Between

State of South Dakota

Department of Legislative Audit
427 South Chapelle
c/o 500 East Capitol
Pierre SD 57501-5070
AND

Alvarez & Marsal Public Sector
Services, LLC
600 Madison Avenue - 8th Floor
New York, NY 10022

Department of Human Services
Division of Developmental Disabilities
Hillsview Plaza, East Highway 34
c/o 500 East Capitol
Pierre SD 57501-5070

Referred to as Consultant

Referred to as State

1. The State hereby enters into an agreement for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
2. GENERAL PROVISIONS:
 - A. South Dakota procurement requirements were followed in the creation of this Agreement. RFP#23RFP8611 was issued.
 - B. This Agreement involves Protected Health Information (PHI). Consultant agrees to comply with the Business Associate Agreement, attached hereto as Exhibit 1, and hereby incorporated by reference.
 - C. Consultant will not use State equipment, supplies, or facilities.
 - D. This Agreement is intended to only govern the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any right, interest or priority enforceable at law by any third party.

3. PERIOD OF PERFORMANCE:

This Agreement shall be effective as of June 20, 2023, and shall end on December 31, 2023, unless sooner terminated pursuant to the terms hereof.

4. CONSULTANT SERVICES:

a. The Consultant will perform those services described in the Request for Proposal - RFP#23RFP8611, attached hereto as Exhibit 2 and the Consultant's Response to Request for Proposal RFP# 23RFP8611 Alvarez and Marsal, attached hereto as Exhibit 3 and by this reference incorporated herein. If there are any discrepancies or inconsistencies between or among this Agreement document and the incorporated Exhibits, the negotiated terms of this Agreement document control over any terms within the Exhibits. Specifically, the Parties agree that the terms and conditions of this Agreement document control over the proposed terms and conditions in Exhibit 3.

b. The State agrees to:

1. Make payment for services upon satisfactory completion of services and receipt of a bill. The payments will be made on the completion of the project activities as noted below:

Project Milestone	Amount	Month	Project Activities
I. Kick-Off Meeting	\$34,870	May June upon completion	Finalize Project Plan, Confirmation of Project Management Protocols and Processes
II. Interim Progress Report #1	\$59,279	June	Complete Internal Stakeholder Meetings , Complete Review of Waiver Documentation, Complete Review of Administrative Documentation
III. Interim Progress Report #2	\$59,279	July	Complete Choices Waiver Assessment, Complete Key Stakeholder Interviews, Hold Focus Groups, Complete Data Analysis
IV. Interim Progress Report #3	\$59,279	August	Provide Process Maps, Waiver Participant Journey Maps, Gap Analysis, Best Practices, Communication Process Analysis, and Medicaid Funding Enhancement Options
V. Interim Progress Report #4	\$59,279	September	Complete Regulatory Compliance Review, Provide Comparisons with Benchmark States, Division Pressure Map, Qualitative/ Quantitative Assessments, and FS360/SL Benefits/Costs
VI. Final Deliverable	\$76,714	October	Draft Report and Final Deliverables and Report
Total			\$348,700

2. The State will not pay Consultant's expenses as a separate item.
- c. The TOTAL AGREEMENT AMOUNT will not exceed \$348,700.

5. METHOD AND SOURCE OF CONSULTANT PAYMENT:

Consultant agrees to submit an initial bill for services within thirty (30) days following the end of the month in which services were provided. However, any bill for services rendered in May of each year must be submitted by June 9th of every year. If the Consultant cannot submit a bill within the 30-day timeframe, a written request for an extension of time must be provided to the State. If a bill has not been received by the State, the State reserves the right to refuse payment.

6. WORK PRODUCT:

The Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Consultant in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State. Either the originals or reproducible copies satisfactory to the State, of all technical data, evaluations, reports, or any other type of work product of the Consultant shall be delivered to the State upon completion or termination of services under this Agreement.

7. LICENSING AND STANDARD COMPLIANCE:

The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

8. ASSURANCE REQUIREMENTS:

The Consultant agrees to abide by all applicable provisions of the following assurances: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180) , Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973 as amended, Title

IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provisions of any other nondiscrimination statute (s) which may apply to the award.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State, if during the term of this Agreement, the Consultant or its principals become subject to debarment, suspension, proposed for debarment, or declared ineligible from participating in transactions by the federal government, or by any state or local government department or agency.

10. OFFICE OF INSPECTOR GENERAL EXCLUSIONARY LIST REQUIREMENTS:

Consultants, who utilize federal Medicaid or Medicare funds, agree to screen all employees and contractors, prior to hiring or contracting and on a regular basis, to determine whether any of them are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities. Consultant shall maintain documentation to support the screenings were performed and shall immediately report to DHS all cases in which employees are found on the exclusionary list. Consultant understands that no payment shall be made for any goods or services furnished, ordered, or prescribed by an excluded individual or entity and any payment made for services provided by excluded parties will be recouped; and recoupment may include penalties.

11. RETENTION AND INSPECTION OF RECORDS:

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to

examine and copy all records, books, papers or documents related to services rendered under this Agreement.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Consultant.

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice and may be terminated by the State for cause at any time, with or without notice. On termination of this Agreement all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

13. FUNDING OUT:

This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law provisions rather statutory or decisional. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this agreement constitutes the entire Agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Auditor General Russell Olson and Secretary of Department of Human Services Shawnie Rechtenbaugh on behalf of the State, and by Daniel Harlan, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS:

Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to have insurance coverage in a manner consistent with this Agreement. Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

20. HOLD HARMLESS:

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. INSURANCE:

The Consultant agrees to obtain and maintain the following types of coverage for the duration of the Agreement. Consultant will provide certificates of insurance if requested by the State and acknowledges that such certificates may need to be provided before the Agreement will be finalized. Consultant shall furnish copies of insurance policies if requested by the State.

a. Commercial General Liability Insurance:

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$ 1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit.

b. Business Automobile Liability Insurance:

Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$ 500,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

c. Workers' Compensation Insurance:

Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

d. Professional Liability Insurance:

Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$ 1,000,000.00.

22. REPORTING:

The Consultant agrees to immediately report to the Department any event or incident encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

The Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law. Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

23. CONFLICT OF INTEREST:

The Consultant agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

24. RESTRICTION OF BOYCOTT OF ISRAEL:

Pursuant to Executive Order 2020-01, for consultants with five (5) or more employees who enter into an agreement with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement the Consultant certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this agreement. The Consultant further agrees to provide immediate written notice to the State if during the term of the agreement it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

25. CERTIFICATION REGARDING PROHIBITED ENTITIES, GOODS, AND SERVICES:

Consultant hereby certifies that it is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, ("Prohibited Entity") as defined by South Dakota Executive Order 2023-02.

Consultant certifies that no information or communication technologies including devices, services, components, networks, or systems will be provided under this Agreement that are:

1. Created, owned, or controlled by any Prohibited Entity;
2. Prohibited by any federal agency due to national or state security risks; or
3. Designed, developed, or manufactured by any affiliate, agent or other actor working on behalf of, or for the benefit of a Prohibited Entity, as determined by any federal or state governmental agency.

Consultant certifies that nothing provided in the goods and services under this Agreement is unsafe for South Dakota's cybersecurity and will not expose any government information, communications technologies, services, equipment, component, networks, systems or records to any Prohibited Entity, or to any company, firm, individual, affiliate, agent, or any other entity or actor made unsafe for South Dakota cybersecurity by means of that entity's or actor's connection to a Prohibited Entity.

It is understood and agreed that if this certification is false, the State reserves the right to terminate this Agreement. Consultant agrees to provide immediate written notice to the State if during the term of this Agreement, Consultant no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

26. CONFIDENTIALITY OF INFORMATION:

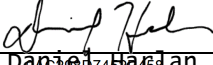
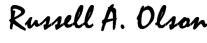
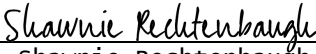
For purposes of this Agreement, “State Proprietary Information” shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of the State’s officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit of influence of the State’s information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota.

Consultant will not share or post any information of any type, whether proprietary or not, on any social media platform, or with any media without the prior approval of the State.

27. HEADERS:

The section headings in this Agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement.

28. AUTHORIZED SIGNATURES: In witness hereto, the parties signify their agreement by affixing their signatures hereto.

DocuSigned by:  Daniel Harjan	Consultant Signature	6/22/2023 Date
DocuSigned by:  Russell A. Olson	State Auditor General-Department of Legislative Audit	6/22/2023 Date
DocuSigned by:  Shawnee Redtenbaugh	State - Office of the Secretary	6/22/2023 Date

Agreement # 24-1900-019

State Agency Coding:

CFDA Number	_____	_____	_____	_____
Company	<u>1000</u>	<u>2003</u>	_____	_____
Account	<u>520412000</u>	<u>520412000</u>	_____	_____
Center Req	<u>1910011</u>	<u>1910011</u>	_____	_____
Center User	<u>J0124</u>	<u>J0124</u>	_____	_____
Dollar Total	<u>\$174,350</u>	<u>\$174,350</u>	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

DHS Program Contact Person _____
 Phone _____

DHS Fiscal Contact Person Sarah Farnsworth
 Phone (605) 773-5990

Consultant Program Contact Person Daniel Harlan
 Phone (202) 688 4276

Consultant Fiscal Contact Person _____
 Phone _____

Agreement# 24-1900-019
 PO# 24SC191360
 Vendor # 12603760
 Group _____

Exhibit 1
HIPAA Business Associate Agreement

A. Definitions of Terms

1. Agreement means the agreement to which this Business Associate Agreement is attached to including this attachment entitled HIPAA Business Associate Agreement.

2. Business Associate shall have the meaning given to such term in 45 C.F.R. section 160.103 and 42 U.S.C. section 17938, and in reference to the party of this agreement, shall mean the Provider, Consultant, or other entity contracting with the State of South Dakota, Department of Human Services as set forth more fully in the Agreement this Business Associate Agreement is attached.

3. C.F.R. shall mean the Code of Federal Regulations.

4. Department shall mean South Dakota Department of Human Services

5. Designated Record Set shall have the meaning given to such term in 45 C.F.R. section 164.501.

6. Covered Entity shall have the meaning given to such term in 45 C.F.R. section 160.103, and in reference to the party to this agreement, shall mean South Dakota Department of Human Services.

7. Protected Health Information or PHI shall have the meaning given to such term in 45 C.F.R. section 164.103 and section 164.501, and is limited to the Protected Health Information received from, or received or created on behalf of Covered Entity by Business Associate pursuant to performance of the Services under the Agreement.

8. Regulations shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and 164, Subparts A and C, 45 CFR 164.314, and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009) as it directly applies, as in effect on the date of this Business Associate Agreement.

B. Obligations of the Business Associate.

1. Security Safeguards. The Business Associate shall implement a documented information security program that includes administrative, technical and physical safeguards designed to prevent the accidental or otherwise unauthorized use or disclosure of PHI, and that reasonably protect the confidentiality, integrity, and availability

of any electronic Protected Health Information that it creates, receives, maintains or transmits to or on behalf of Covered Entity as required by the Regulations. The Business Associate agrees to comply with the requirements of the Privacy and Security Rules directly applicable to Business Associates including the HITECH Act.

2. Affiliates, Agents, Subsidiaries and Sub-Contractors. The Business Associate shall require that any agents, employees, affiliates, subsidiaries or sub-contractors, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Department agree in writing to the same use and disclosure restrictions imposed on the Business Associate by this Agreement.

3. Reporting and Mitigating Unauthorized Uses and Disclosures of PHI. Immediately upon notice to the Business Associate, the Business Associate shall report to the Department any uses or disclosures of PHI not authorized by this Agreement. The Business Associate shall also notify the affected individual of the breach. If the breach affects more than 500 individuals, the Business Associate must contact the U.S. Health and Human Services Secretary and the media, under the American Recovery and Reinvestment Act of 2009. The Business Associate shall use its best efforts to mitigate the deleterious effects of any use or disclosure of PHI not authorized by this Agreement. Further, in the notice provided to the Department by the Business Associate regarding unauthorized uses and/or disclosures of PHI, the Business Associate shall describe the remedial or other actions undertaken or proposed to be undertaken regarding the unauthorized use or disclosure of PHI.

4. Permitted Uses and Disclosures. The Business Associate may not use or disclose PHI received or created pursuant to this Agreement except as follows:

(a) The Business Associate's Operations – Permitted Uses of PHI. The Business Associate may use the PHI it receives in its capacity for the proper management and administration of the Business Associate or to carry out the Business Associate's legal responsibilities.

(b) The Business Associate's Operations – Permitted Disclosures of PHI. The Business Associate may disclose the PHI it obtains in its capacity as a Business Associate if such disclosure is necessary for the Business Associate's proper management and administration or to carry out the Business Associate's legal responsibilities, and:

(i) The disclosure is required by law; or

(ii) The Business Associate obtains reasonable assurances from the person or entity to whom the PHI is disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person or entity notifies the Business Associate (and the Business Associate in turn notifies the Department) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

5. Disclosure Accounting. In the event that the Business Associate makes any disclosures of PHI related to the business associate function under this Agreement that are subject to the accounting requirements of 45 C.F.R. section 164.528, the Business Associate promptly shall maintain a record of each disclosure, including the date of the disclosure, the name and if available, the address of the recipient of the PHI, a brief description of the PHI disclosed and a brief description of the purpose of the disclosure. The Business Associate shall maintain this record for a period of six (6) years and make available to the Department upon request in an electronic format so that the Department may meet its disclosure accounting obligations under 45 C.F.R. section 164.528.

6. Access to PHI by Individuals. The Business Associate shall cooperate with the Department to fulfill all requests by individuals for access to the individual's PHI that are approved by the Department. The Business Associate shall cooperate with the Department in all respects necessary for the Department to comply with 45 C.F.R. section 164.524. If the Business Associate receives a request from an individual for access to PHI that affects funding eligibility, the Business Associate immediately shall forward such request to the Department within (10) business days. The Department shall be solely responsible for determining the scope of PHI and Designated Record Set to be released with respect to each request by an individual to access or obtain copies of the individual's PHI covered by this Agreement and in accordance with C.F.R. 164.524. The Business Associate shall make the PHI available in the format requested by the individual and approved by the Department, unless the PHI is not readily producible in such format, in which case the PHI shall be produced in hard copy format.

7. Access by the Department to the Business Associate's Books and Records. The Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Department available to the Department and the Secretary of the Department of Health and Human Services for purposes of determining the Department's compliance with the HIPAA laws and regulations. Upon reasonable notice to the Business Associate and during the Business Associate's normal business hours, the Business Associate shall make such internal practices, books and records available to the Department to inspect for purposes of determining compliance with this Agreement.

8. Amendment of PHI. As directed and in accordance with the time frames specified by the Department, the Business Associate shall incorporate all amendments to PHI received from the Department. The Business Associate shall provide written notice to the Department within ten (10) business days confirming that the Business Associate has made the amendments to PHI as directed by the Department. This confirmation shall also contain any other information that may be necessary for the Department to provide adequate notice to the individual in accordance with 45 C.F.R., section 164.526. The Department warrants that all time frames specified will be made in good faith and reasonable length so that the Business Associate can comply with the timeframe.

C. Obligations of the Department

1. The Department shall notify Business Associate of any limitation(s) in its notice of privacy practices of the Department in accordance with 45 CFR 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

2. The Department shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI to the extent that such changes may affect Business Associates use or disclosure of PHI.

3. The Department shall notify Business Associate of any restriction to use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Term and Termination.

1. Term. The term of this Agreement shall be effective as of and shall terminate on the dates set forth in the primary Agreement this Business Associate Agreement is attached to or on the date the primary Agreement terminates, whichever is sooner

2. Termination by Breach. The Department may immediately terminate the primary Agreement this Business Associate Agreement is attached to if the Business Associate has breached a material term of this Business Associate Agreement. Alternatively, the department may choose to

(i) provide Business Associate with five (5) days written notice of the existence of an alleged material breach; and

(ii) afford Business Associate an opportunity to cure said alleged material breach to the satisfaction of Department within five (5) days.

Business Associate's failure to cure shall be grounds for immediate termination of the primary Agreement to which the Business Associate Agreement is attached. Department's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other. However, in the event that the Department determines that termination of the Agreement is not feasible, the Department shall have the right to report the breach to the Secretary of the Department of Health and Human Services, notwithstanding any other provisions of this Agreement to the contrary.

3. Effects of Termination; Disposal of PHI. Upon termination of the primary Agreement to which this Business Associate Agreement is attached, the Business Associate shall recover all PHI that is in the possession of the Business Associate's agents, affiliates, subsidiaries or sub-contractors. The Business Associate shall return to the Department or destroy all PHI that the Business Associate obtained or maintained pursuant to this Agreement on behalf of the Department. If the parties agree at that time that the return or destruction of PHI is not feasible, the Business Associate shall extend

the protections provided under this Agreement to such PHI, and limit further use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If the parties agree at the time of termination of this Agreement that it is infeasible for the Business Associate to recover all PHI in the possession of the Business Associate's agents, affiliates, subsidiaries or sub-contractors, the Business Associate shall provide written notice to the Department regarding the nature of the unfeasibility and the Business Associate shall require that its agents, affiliates, subsidiaries and sub-contractors agree to the extension of all protections, limitations and restrictions required of the Business Associate hereunder.

E. Miscellaneous.

1. The Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by the Business Associate with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for the Business Associate's own purposes or that any information in the Business Associate's possession or control, or transmitted or received by the Business Associate, is or will be secure from unauthorized use or disclosure. The Business Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.

2. Change in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, the Department shall notify the Business Associate of any actions it reasonably deems are necessary to comply with such changes, and the Business Associate promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, the Business Associate may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.

3. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. The Business Associate may not assign or subcontract the rights or obligations under this Agreement without the express written consent of the Department. The Department may assign its rights and obligations under this Agreement to any successor or affiliated entity.

4. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Assistance in Litigation or Administrative Proceedings. The Business Associate shall make itself and any agents, affiliates, subsidiaries, sub-contractors or employees assisting the Business Associate in the fulfillment of its obligations under this Agreement, available to the Department, at no cost to the Department, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings resulting from the performance of this Agreement being commenced against the Department, its directors, officers, or employees, except where the Business Associate or its agents, affiliates, subsidiaries, sub-contractors or employees are a named adverse party.

The Department shall make itself and any agents, affiliates, subsidiaries, sub-contractors or employees assisting the Department in the fulfillment of its obligations under this Agreement, available to the Business Associate, at no cost to the Business Associate, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings resulting from the performance of this Agreement being commenced against the Business Associate, its directors, officers, or employees, except where the Department or its agents, affiliates, subsidiaries, sub-contractors or employees are a named adverse party.

6. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA rules.

7. Conflicts. In the event of a conflict in between the terms of this Business Associate Agreement and the primary Agreement to which Business Associate Agreement is attached, the terms of this Business Associate Agreement shall prevail to the extent such an interpretation ensures compliance with the HIPAA Rules.

STATE OF SOUTH DAKOTA
Department of Legislative Audit
Auditor General
427 South Chapelle
Pierre, SD 57501

**REQUEST FOR PROPOSAL FOR A STUDY CONCERNING THE FAMILY SUPPORT 360 AND
SHARED LIVING PROGRAMS**

PROPOSALS ARE DUE NO LATER THAN MAY 5, 2023

RFP #: **23RFP8611**

STATE POC: **Russell Olson, Auditor General**
Department of Legislative Audit

EMAIL: **russ.olson@state.sd.us**

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

This Request for Proposal is issued by the Department of Legislative Audit on behalf of the South Dakota Legislature. The purpose of this RFP is to establish a contract with a consultant qualified in analyzing the current programs available in South Dakota for people with intellectual/developmental disabilities (I/DD), including current services and supports available through the Family Support 360 Medicaid waiver program, and the Shared Living component of the CHOICES Medicaid waiver program.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Department of Legislative Audit is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, the South Dakota Legislature and the Department of Legislative Audit. The reference number for the transaction is **RFP# 23RFP8611**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	April 3, 2023
Deadline for Submission of Written Inquires Email: russ.olson@state.sd.us Subject Line: Inquiry for RFP# 23RFP8611	April 14, 2023
Responses to Offeror Questions	April 21, 2023
Proposal Submission	May 5, 2023
Oral Presentations/discussions (if required)	To Be Determined
Proposal Revisions (if required)	To Be Determined
Anticipated Award Decision/Contract Negotiation	May 19, 2023

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the Department of Legislative Audit, via e-mail, to the following email address: **russ.olson@state.sd.us**, Subject line: **RFP# 23RFP8611 - Proposal**. All proposals must be received no later than May 5, 2023 (5:00pm CT).

All proposals must be signed by an officer of the responder, legally authorized to bind the responder to the proposal. Proposals that are not properly signed may be rejected.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

All proposals and attachments must be either in Microsoft Word, MS Excel or PDF searchable format. A proposal cannot be a PDF derived from a scanned image which prevents search functionality. For more information regarding response format see Section 5 of this RFP.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to the Department of Legislative Audit at russ.olson@state.sd.us with the subject line **"Inquiry for RFP# 23RFP8611"**.

The Department of Legislative Audit will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

The Department of Legislative Audit anticipates that the term of this contract will be from May 26, 2023, to December 31, 2023. Upon mutual agreement, the contract may be extended for an additional one-year period.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2** The Contractor's services under this Agreement shall commence on _____ and end on _____, unless sooner terminated pursuant to the terms hereof.
- 2.3** The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$ _____. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
- 2.5** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 2.6** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

C. Business Automobile Liability Insurance:

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy,

cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

- 2.7** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.8** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.
- Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.
- 2.9** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.11** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.12** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.13** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.15** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating

instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

- 2.16** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.17** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to _____ on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.19** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3.0 SCOPE OF WORK

This Request for Proposal is issued by the Department of Legislative Audit on behalf of the South Dakota Legislature. The purpose of this RFP is to establish a contract with a consultant qualified in analyzing the current programs available in South Dakota for people with intellectual and developmental disabilities (I/DD), including current services and supports available through the Family Support 360 waiver program, and the Shared Living component of the CHOICES waiver program.

The South Dakota Department of Human Services enhances the quality of life of people with disabilities in partnership with its stakeholders. Within the Department of Human Services (DHS), and the Division of Developmental Disabilities constitutes a major component of the continuum of care for South Dakotans with I/DD.

The Division of Developmental Disabilities (the Division) operates two Medicaid Home and Community-Based services (HCBS) waiver programs authorized in §1915(c) of the Social Security Act. The Division's comprehensive waiver program is called CHOICES and the self-directed waiver program is called Family Support 360. The Division partners with 20 community support providers and four case management providers to deliver person-centered services and supports in the community. The Division also partners with two private ICF/IID providers to deliver intensive services and supports to children who have been placed outside of their school district due to their challenging behaviors and/or co-occurring mental health issues. The Division supports about 5,000 children and adults with I/DD.

South Dakota is assessing the array of services offered to individuals with I/DD through the Family Support 360 waiver program, and the Shared Living component of the CHOICES waiver program with the intention of supporting people in home and community-based settings whenever possible while also maintaining program integrity within allowable federal parameters.

ASSESSING THE I/DD SERVICES

The Department of Legislative Audit on behalf of the South Dakota Legislature, is seeking proposals to:

- I. Assess access to program services, including authorization processes, to include potential impact of initiatives currently underway related to the Family Support 360 wavier program and Shared Living component of the CHOICES waiver program.
- II. Assess program operations and administration, to include:
 - Engaging families of people receiving services, service participants, Family Support 360 and Shared Living service providers, DHS and DSS Leadership and program staff, and other interested parties in gathering information to identify program strengths and challenges;
 - Analyzing regulatory compliance as well as program efficiency and efficacy to ensure services and supports provided and administrative rules are in line with applicable federal standards and allowable waiver standards, to include assurance of due process rights for applicants and participants;
 - Providing best practice opportunities to address any identified gaps in services or supports, including:
 - Assessment of Division of Developmental Disabilities staffing level and structure necessary to support the Family Support 360 waiver program and the Shared Living component of the CHOICES waiver program; and
 - Assessment of options related to provider agency imposed 20-hour/part-time employee limitation.
 - Analyzing existing utilization of Medicaid funding and opportunities to enhance or leverage;
 - Reviewing existing communication structure between DHS and families of people receiving services, service participants, and Family Support 360 and Shared Living service providers, to include an analysis of the current structure of Family Support Council.

- III. Assess the value/cost of the Family Support 360 waiver program and Shared Living component of the CHOICES waiver program to South Dakota taxpayers using comparisons to the CHOICES waiver and data sets (if available) related to 1) service array and access, 2) participant need, service authorization, and expenditures, and 3) provider cost report information.

A written final report detailing the consultant's findings and recommendations to include any associated fiscal impact must be provided by October 16, 2023. The report must be available in an electronic format. In addition, the resulting contract will require the consultant to present the report in person to the Government Operations and Audit Committee and the Special Committee (Joint Appropriations Committee) at the State Capitol in Pierre, South Dakota, to answer questions about the report.

The proposal shall include the following:

1. Description of the approach used to meet the requirements specified in I., II. & III. above;
2. Information on the individuals who would conduct the analysis, including educational and employment experiences, and the company's experience with intellectual and developmental disability services and programs;
3. Representative samples of summaries of similar or related studies and research conducted;
4. Contact information for references from previous related studies;
5. The proposed contract amount, which should be inclusive of all expenses; however, indirect costs are not allowed.

Because the Legislature is seeking an independent evaluation, proposals from vendors and their affiliates will not be considered if the vendor and/or their affiliate is:

1. Utilizing former DHS or DSS staff to conduct any part of the analysis; or
2. Currently providing services to DHS or DSS.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.
- 4.4 Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and

- c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1** The Contractor shall submit one (1) electronic copy of its entire proposal, including all attachments, in Microsoft Word or PDF electronic format (this document should be formatted in a searchable Text-Based PDF file format).
 - 5.1.1** The proposal should be paginated and have an index and/or a table of contents referencing the appropriate page number.
 - 5.1.2** Maximum Number of Pages - The total number of pages to include the RFP Form, the Executive Summary and Detailed Response should not exceed thirty (30) pages (key Executives and Manager resumes and/or bios may be added as an appendix to the proposal and are not included in the thirty-page limit).
- 5.2** All proposals must be organized and tabbed with labels for the following headings:
 - 5.2.1 RFP Form.** The State's Request for Proposal form completed and signed.
 - 5.2.2 Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1** A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
 - 5.2.3.2** A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3** A clear description of any options or alternatives proposed.
 - 5.2.4 Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
 - 6.1.1** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;

- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.4 Availability to the project locale;
 - 6.1.5 Familiarity with the project locale;
 - 6.1.6 Proposed project management techniques; and
 - 6.1.7 Ability and proven history in handling special project constraints.
- 6.2** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 PROPOSAL EVALUATION AND AWARD PROCESS** – Proposal evaluators will include a representative from the Department of Legislative Audit, a representative from the Governor's Office and a representative from the Department of Human Services .
- 6.5** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.6 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.6.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.6.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COST PROPOSAL

The offeror should submit an itemized time and material cost proposal associated with providing services to the State within the scope of their proposal. This cost proposal should include all costs associated with employee salaries and benefits, for direct and indirect care staff, insurance vehicle costs, facility rent/lease/maintenance cost, office supply costs, utilities, professional fees and contract services and any other expenses that are deemed necessary to perform the services outlined in the RFP.

The cost proposal should specify the itemized costs associated with performing the required services during the contract term from May 26, 2023, to December 31, 2023.

The State reserves the right to negotiate with the highest ranked offeror to develop a cost structure that effectively satisfies all of the State's requirements as outlined in this RFP.



State of South Dakota Department of Legislative Audit
Study Concerning the Family Support 360 and Shared Living Programs
Response to RFP# 23RFP8611



**ALVAREZ & MARSAL
PUBLIC SECTOR SERVICES**



**DEPARTMENT OF LEGISLATIVE AUDIT
RFP FOR A STUDY CONCERNING THE FAMILY SUPPORT 360 AND
SHARED LIVING PROGRAMS**

SUBMITTED TO:

Russel Olson, Auditor General
Department of Legislative Audit
427 South Chappelle
Pierre, SD 57501
Russ.olson@state.sd.us

SUBMITTED BY:

Daniel Harlan
Managing Director
Alvarez & Marsal Public Sector
Services, LLC
655 15th St NW
Washington, DC 20005
Dharlan@alvarezandmarsal.com
Phone: (202) 688 - 4276



State of South Dakota Department of Legislative Audit
Study Concerning the Family Support 360 and Shared Living Programs
Response to RFP# 23RFP8611

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State of South Dakota Department of Legislative Audit
Study Concerning the Family Support 360 and Shared Living Programs
Response to RFP# 23RFP8611

5.2.1 RFP Form

STATE OF SOUTH DAKOTA
Department of Legislative Audit
Auditor General
427 South Chapelle
Pierre, SD 57501

**REQUEST FOR PROPOSAL FOR A STUDY CONCERNING THE FAMILY SUPPORT 360 AND
SHARED LIVING PROGRAMS**

PROPOSALS ARE DUE NO LATER THAN MAY 5, 2023

RFP #: **23RFP8611**

STATE POC: **Russell Olson, Auditor General**
Department of Legislative Audit

EMAIL: **russ.olson@state.sd.us**

READ CAREFULLY

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5.2.2. Executive Summary

The Department of Legislative Audit (DLA), on behalf of the South Dakota Legislature (SDL), is seeking a vendor to analyze the current programs available in South Dakota for people with intellectual and developmental disabilities (I/DD), including current services and supports available through the Family Support 360 (FS360) Medicaid 1915 (c) waiver program and the Shared Living component of the CHOICES Medicaid 1915 (c) waiver program.

Alvarez & Marsal Public Sector Services, LLC (A&M) is uniquely qualified to help the DLA / project sponsors achieve these stated objectives. A&M responds to this proposal with demonstrated broad experience and proven success in assisting state governments develop innovative efficiency strategies, align policy with practice, navigate strategic change, and drive transformational service delivery across entire jurisdictions with a unique focus on I/DD systems. A&M brings a team of talented professionals: past state officials and consultants with deep experience in I/DD who understand that a well-functioning I/DD system is a critical component of healthy communities in South Dakota (SD) and beyond. Unique aspects of A&M's expertise which apply directly to the needs of this project include:

1. **South Dakota-specific experience:** While not recently engaged by the SD Department of Human Services (DHS), from June through October of 2019, A&M worked on client engagements for DHS, Division of Developmental Disabilities (DDD), specific to provider reimbursement methodology transformation and is thus familiar with the programs and landscape of I/DD providers operating in SD.
2. **State legislature engagement:** A&M is skilled at partnering with state legislatures to perform program assessments that meet the specific goals and needs of the legislative body. The proposed team brings deep experience in providing legislative testimony both as consultants as well as former operators within state agencies. A&M was recently engaged directly by the North Dakota Legislative Management Agency (ND LMA) to conduct a comprehensive gap analysis of ND's existing I/DD services. A&M engaged with ND LMA throughout the study to solicit feedback on areas for further investigation and testified both at the mid-point and final deliverable stages of the project. A&M organized the programmatic recommendations in a three-phase roadmap that enabled ND LMA to draft an appropriations bill to fund implementation of the activities.

A&M is currently engaged with Montana's Public Health and Human Services Department, conducting a comprehensive assessment of facilities that deliver intensive care and support to people with complex long-term, behavioral, developmental, and forensic needs and establishing long-term sustainable operation plans while helping to stand up a new Facilities Division to drive quality improvement and positive client outcomes. As part of this engagement, A&M assisted the Department with developing budget requests to address root causes at the healthcare facilities and subsequently presented regularly at legislative hearings in support of the appropriation process. The Department ultimately received the full original request (approximately \$600 million for the biennium) through A&M's support with consensus building and subject matter expertise.

3. **Deep expertise engaging stakeholders in change:** A&M team members are trained in person-centered thinking and Charting the LifeCourse (CtLC) developed by the *Charting the LifeCourse Nexus – LifeCourseTools.com* © 2020 Curators of the University of Missouri | UMKC IHD. SD DDD is a part of the National Community of Practice for Supporting Families and will have a familiarity with use of these tools and frameworks to support meaningful



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engagements with people with I/DD and their families in system-level transformations. This method of engagement combined with A&M's systems-level expertise enables the team to incorporate stakeholder input into strategic planning and design efforts and proactively manage resistance to implementation.

4. **Experience navigating Home- and Community-Based Services (HCBS) and delivering integrated care coordination for people with I/DD:** A&M understands the importance of HCBS and the need to deliver coordinated care in an integrated and person-centered fashion, along with case management that embraces family support. Recently, A&M conducted a comprehensive assessment of New Hampshire's I/DD waiver systems including assessing access to HCBS and community support available to meet the needs of those deemed eligible to receive services.
5. **Experience supporting clients in successful negotiations with federal partners:** A&M has deep experience supporting clients with securing formal approval from the Centers for Medicare and Medicaid Services (CMS), Administration for Community Living, and other federal partners (e.g., 1915 (c) HCBS waivers, 1115 demonstration waivers, and State Plan amendments). In Nebraska, A&M supported the Department of Health and Human Services Division of Developmental Disabilities to meet CMS requirements of a review of provider costs and revenues. This resulted in an approved cost-based rate methodology for 1915 (c) waiver services. A&M's recommendations regarding quality, including a draft Request for Proposal for a Quality Improvement Organization, improved systems and created an opportunity for the State to receive an increased Federal Medicaid Assistance Percentage.

A&M's approach to this project begins with planning and scheduling tasks that confirm alignment with the DLA / project sponsor's goals and objectives. A&M's work will be focused on three primary tasks to analyze the FS360 waiver and Shared Living program within the CHOICES waiver: 1) a gap analysis exploring SD's various pathways to existing services and outlining current gaps in access for families; 2) research and analysis of peer states to compare service and funding offerings, and to identify best approaches used to modify or expand programs to address service access gaps; and 3) analysis of existing utilization of Medicaid funding and opportunities to enhance or leverage additional Federal funding. These tasks will be performed concurrently to ensure that findings and recommendations are fully informed by, and benefit from, a comprehensive understanding of the information gathered. The team will utilize information gleaned to develop recommendations for addressing gaps in service access.

The recommendations will include budget projections regarding the impact of modifying or establishing new program components or processes to address the needs of families who can benefit from DDD's services. The team will produce and present to the Joint Appropriations Committee a final report that summarizes the findings. This report will identify existing gaps in service access and provide recommendations to, and projections for, addressing these gaps, including those currently being filled through the State's Front Door to Support initiative.

A&M has carefully reviewed the RFP and affirms that the project team understands and will adhere to each of the requirements. As a 3rd party provider with no conflicting prior work or connections, the A&M team will ensure an impartial evaluation.



The offeror proposes to modify Section 2.5 as shown:

2.5 *The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise from claims made by any third party individuals relating to bodily injury, death or damage to real and/or tangible personal property, to the extent incurred onsite at a State facility as the result of the Contractor's negligent or willful acts or omissions while performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.*

Offeror also proposes to include the following provisions in any resulting contract if awarded:

Notwithstanding anything to the contrary, the Contractor's total liability under this Agreement shall in no event exceed the fees actually paid to the Contractor for the work giving rise to liability hereunder except to the extent finally determined to have resulted primarily from its fraud or willful misconduct. In no event will the Contractor be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity) nor for any delays or failures to perform due to circumstances beyond its reasonable control. This paragraph shall survive the expiration or termination of this Agreement.

The Contractor makes no representation or guarantee that the course of action or recommendations identified as part of the services, that when implemented, will bring about the expected outcome or be acceptable to the State (including its agencies, departments, committees, executives and other governing bodies) or that such course of action or recommendations would be more successful than other possible courses of action or recommendations that could have been formulated and implemented. Further, the Contractor does not assume any responsibility for the State's decision to pursue, or not pursue any strategy, or to effect, or not to effect any transaction. The State understand that the services to be rendered by the Contractor may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the State's operations, which may materially and adversely differ from those projections. In addition, the Contractor will be relying on information provided by or on behalf of the State in the preparation of those projections and other forward-looking statements. The Contractor shall not be responsible for any inaccuracies or omissions in such information and is under no obligation to update data submitted to it or to review any other areas unless specifically set forth in the scope of services in this Agreement.

The State acknowledges that the report and all other work product (collectively, "Work Product") is intended solely for the benefit and use of the State in considering matters relating to the purpose of this Agreement. The State agrees that no such Work Product shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than as set out in this Agreement without Vendor's prior approval (which shall not be unreasonably withheld), except as required by law (including Freedom of Information Act). The Work Product is not being rendered by the Contractor as an agent or as a fiduciary of the State or any of its constituents and the Contractor shall not have any liability or obligation with respect



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to its services hereunder to such constituents or to any other person, firm or public or private entity. For avoidance of doubt, the Contractor shall retain all right, title and interest in and to (1) all of its pre-existing patent, copyright, trademark and other intellectual property rights in the Work Product; and (2) all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Work Product or that the Contractor may develop or supply in connection with this Agreement.

If any person or entity requests or subpoenas any information or materials related to the services provided by the Contractor under this Agreement, the Contractor will promptly inform the State and will reasonable cooperate with the State, at the State's expense, in responding to the request or subpoena.

Because the Contractor and its affiliates comprise a consulting firm (the "Firm") that serves clients on a global basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with the State. The Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the State's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained.

For avoidance of doubt, the Contractor may utilize its affiliates and their personnel and other resources in the provision of services under this Agreement without the prior written approval of the State, and such affiliates shall not be deemed subcontractors for purposes of this Agreement, provided that the Contractor remains responsible for their performance hereunder.



5.2.3. Detailed Response

5.2.3.1. Offeror's Assessment Ability, Approach, and Resources

Our Understanding

The DLA, on behalf of the SDL, is seeking a vendor to analyze the current programs available in South Dakota for people with I/DD and their families, including current services and supports available through the FS360 Medicaid waiver program and the Shared Living component of the CHOICES Medicaid waiver program. Beyond this analysis is a deep-rooted commitment within the state held by both families and DDD that serving people with I/DD in the least segregated, most independent settings and services is paramount to the service delivery system. While this value remains true, Home and Community Based Services (HCBS) compliance requirements and access changes, and work nationally to evaluate options for additional flexibilities identified during the public health emergency, have presented an opportunity to evaluate how the FS360 waiver and Shared Living under the CHOICES waiver can maintain fidelity to federal Medicaid requirements while remaining flexible, person-centered, and supportive of families in South Dakota. This analysis will support the goals of the State, families, and Community Service Providers (CSP).

Over the past year, increased advocacy from families and collaborative work with the Legislature, DHS, and DDD has garnered progress in identifying opportunities to support program quality improvement (e.g., recommendations for remediation of the FS360 Program). However, a deeper review of the program is needed to ensure it is best positioned for long-term success, especially as the I/DD service system relies on the stability and quality of supports people receive while living at home with family (est. 71%). In collaboration with DDD, this project provides an opportunity to identify and expand on the components of successful programs while identifying through data, a national scan, and interviews with stakeholders across the service system, opportunities where the programs can be improved. The goal of this project is not to identify shortcomings, but to ensure a pathway to program stability, growth, and sustainability. Leveraging the voices of families paired with the expertise of DDD and commitment of SDL will be key to a successful outcome for this work.

Our Ability

A&M is pleased to offer its services to provide a comprehensive study of the FS360 waiver and Shared Living program available for people with I/DD in SD. A&M offers a team of seasoned experts with a proven track record of success working with SD and other state I/DD and human services agencies. During a five-month engagement in 2019, A&M partnered with DDD to conduct a comprehensive rate modeling analysis of community-based providers. With federal and legislative pressure on DDD, A&M assisted the Division to create a work plan for rate methodology transformation, facilitate stakeholder engagement, and complete an analysis of the current rate model and national best practices to inform transformation efforts. This experience in SD, combined with A&M's expertise in large scale system assessments, makes A&M a strong partner in program evaluation alongside DLA / project sponsor and DDD leadership.

Founded in 1983, A&M is a private, for-profit limited liability corporation headquartered in New York, with satellite offices across the world. A&M's Public Sector Services practice is specifically devoted to serving the unique needs of public sector clients. For the past 20 years, Public Sector Services has provided program transformation, delivery, and performance improvement services to federal, state, and local governments.



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A&M's Health and Human Services (HHS) team focuses on supporting state health and human service agencies to manage crises, stabilize agencies, and transform programs and services. A&M has extensive experience assessing state HHS service offerings and supporting states to create operational roadmaps and drive transformational change.

A&M's distinct blend of experience, leadership, and the ability to assess and align health and human services programs with their intended mission for clients separates A&M from traditional consulting firms. A&M's key differentiators include:

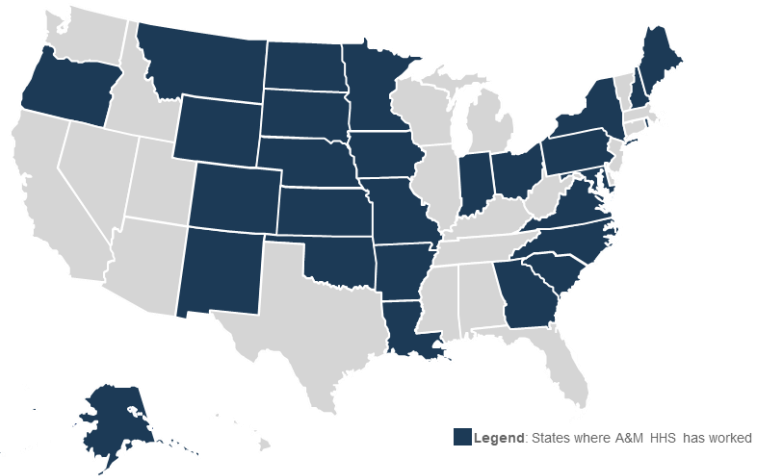


Figure 1: A&M's HHS Engagements

- **Thoughtful management of stakeholder engagement:** A&M brings not only the skills to present transformational concepts in a way stakeholders can understand, but also the acumen to listen to and incorporate feedback into a workable plan of action. A&M's professionals have on-the-ground experience engaging stakeholders in transformational change across diverse communities. Moreover, the team possesses firsthand knowledge of the stakeholders unique to the SD long-term service and support community that will ensure the assessment best represents the perspectives of the people served, their families, as well as the I/DD workforce. A&M offers the sensitivity and techniques to successfully engage I/DD stakeholders: people who rely on state services for essential activities of daily living and their family and advocates, staff and clinicians, leaders throughout government, and the public who have a vested interest in the provision of quality care with compassion, efficiency, and fiscal responsibility.
- **A&M's commitment to holistic, culturally competent, and person-centered work:** In alignment with DDD through its participation in the National Community of Practice for Supporting Families, A&M strives to maintain a person-centered lens and to keep people and their families as the focus. A&M provides person-centered training to its HHS team to bolster the inclusion of person-centered practices in projects. A&M fully embraces the Charting the LifeCourse (CtLC) framework and currently employs nine CtLC Nexus© certified ambassadors, including a certified presenter and coach. A&M CtLC Ambassadors have supported stakeholder skill building and engagement specifically focused on CtLC, leading trainings in four states and across several multi-state groups through A&M's partnership with the University of Missouri, Kansas City Charting the LifeCourse Nexus.
- **Approaching each client's situation in its unique complexity, leveraging expertise across assessment methodologies:** A&M does not force the facts to fit a preconceived framework; but rather, project teams customize their approach and recommendations to best complement client resources and to deliver the desired results. Through initial interviews with DHS, DDD, SD Medicaid's Department of Social Services (DSS) and DLA / project sponsors, A&M will seek to understand existing barriers to people with I/DD and families in SD and confirm key informants for additional interviews and focus groups. This is



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an opportunity to establish relationships with partners and adapt the project methodology to ensure the assessment remains aligned with the stated objectives.

- **Independence and transparency of recommendations:** A&M is the consummate conflict-free advisor, and teams hold themselves to the highest standards of objectivity, consistent with A&M's reputation in financial restructuring and other high-stakes advisory roles. The team is available to the DLA / project sponsors in-person and virtually to offer project updates, including flagging areas of short and long-term risks and opportunities.
- **Partnering side-by-side with client staff:** A&M's approach to staffing and executing engagements aims to build capacity for clients to sustain and support recommended initiatives. As we work with State agency personnel, A&M teams share knowledge, skills, enthusiasm for the mission, and essential business tools and methods. The A&M team will build upon drivers and system strengths already in place within the DDD to complete this comprehensive assessment and form actionable recommendations.
- **Hardwiring Project and Change Management best practices:** Project and Change Management are at the heart of every A&M client engagement. A&M has effectively managed change within complex transformations in many states and mitigated risks common to large-scale system redesign initiatives. By leveraging the experience and skills of project and change management specialists on the team, A&M will provide timely delivery against objectives and responsive service for state leadership and staff.

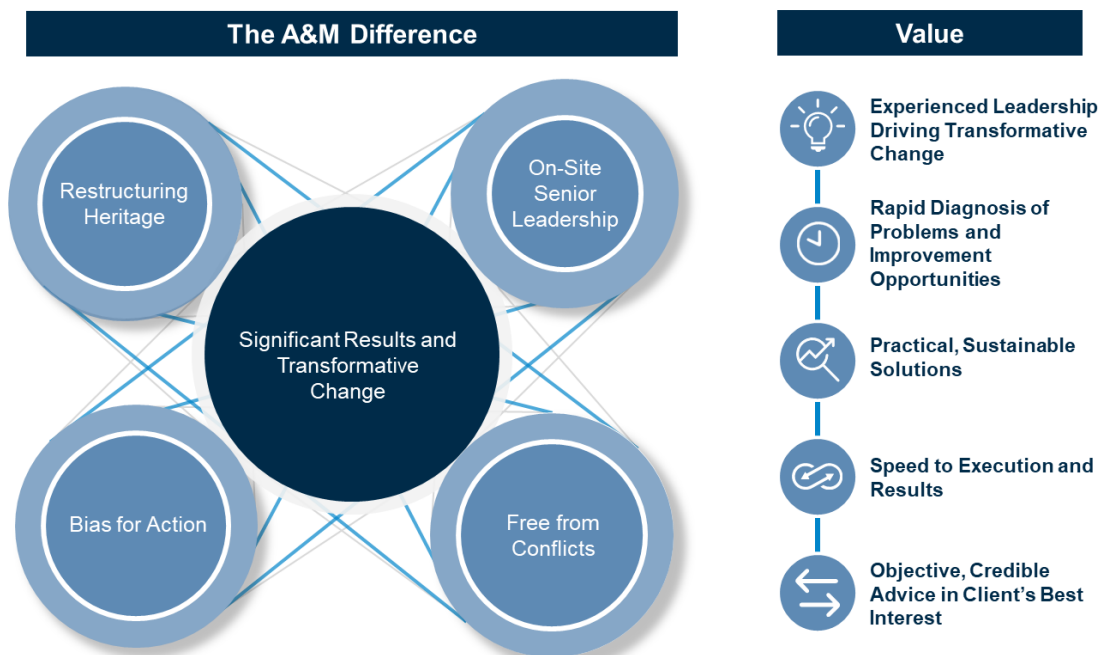


Figure 2: The A&M Difference



Our Approach

The project start date and completion of deliverables are negotiable to meet the project constraints and competing priorities of DLA and DDD and to enable full participation from key informants and other stakeholders. The methodology detailed here outlines primary tasks that will be used to produce project deliverables. These tasks will be completed concurrently.

Primary Task	Estimated Duration
Project Management	4 months
Assess Access to Program Services	1 month
Assess Program Operations and Administration	4 months
Assess Value/Cost of FS360 and Shared Living	1 month

Project Management

TASK: Project Management

- Confirm Project Governance
- Establish Communication Protocols (including DSS & DHS)
- Review / Refine Progress Reporting Requirements
- Confirm Risk / Issues Management Protocols
- Establish Deliverable Formats and Review Process
- Establish Protocols for Benchmarking and Review of Best Practices

A&M will facilitate a planning meeting with the DLA / project sponsors to confirm the team's understanding of project goals and gather information essential to completing this work.

Following the planning meeting, A&M will hold a kickoff meeting with internal stakeholders to obtain feedback on the project plan and establish protocols for scheduling and information/data exchange. The A&M team will then turn to gathering information and documentation on FS360 Shared Living under the CHOICES Waiver and program operations and administration.

INFORMATION AND DOCUMENTATION REVIEW

Pertaining to FS360

- FS360 waiver renewal
- South Dakota Codified Laws (SDCL) and the Administrative Rules of South Dakota (ARSD) governing FS360 Waiver and Supporting Families
- Public comment regarding ARSD changes governing FS360 and Strengthening Families
- Regulatory authority governing the FS360 Council
- DDD FS360 waiting list protocols
- FS360 financial assistance guidelines and related communications
- FS360 Administrative Hearing requests & decisions
- CMS correspondence regarding FS360



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INFORMATION AND DOCUMENTATION REVIEW (cont.)

- Public comment on the FS360 Waiver amendment
- Documentation of stakeholder input, feedback on DDD initiatives
- FS360 Council meeting agendas, minutes, and DDD correspondence
- Provider contract service scope and requirements
- FS360 DDD policy memorandums and protocols
- FS360 Waiver service authorization and expenditures (5 Years)
- Strengthening Family service authorization and expenditures (5 Years)
- FS360 rate models and rates
- Audit and/or Quality Management Systems (QMS) findings / data / information
- Applications and Level of Care determinations (for wait list assessments)
- Documentation of related "Initiatives Underway" (e.g., front door to supports)

Pertaining to Shared Living (CHOICES Waiver)

- Related CHOICES Waiver amendments
- Public comment on the amendment adding Shared Living
- SDCL and ARSD governing Shared Living
- Public comment regarding ARSD governing Shared Living
- Administrative Hearing requests and decisions related to Shared Living
- CMS correspondence regarding Shared Living
- Provider contract service scope and requirements for Shared Living
- DDD policy memorandums and protocols for Shared Living
- Shared Living services authorization and expenditures
- Shared Living rate models and rates
- Audit and/or QMS findings / data / information
- Documentation of related "Initiatives Underway"
- Waiver service authorization and expenditures for people with low, medium, and high needs
- Residential expenditures by setting
- Provider cost report data

Information and Documentation Pertaining to Service Administration

- DSS, DHS, DDD and other DHS Division organizational charts
- DDD position descriptions and roles
- SDCL and ARSD regarding administrative hearings and appeals
- DDD related administrative appeals and decisions
- DDD year-to-date budget to actual expenditures
- DDD policy memorandums (last 5 years)
- Consumer / provider survey results
- Publicly available documents / information
- Non-publicly available documents / information



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A&M will utilize Microsoft Project to maintain a detailed project plan that will be used to monitor task progress and completion. At the kickoff meeting, A&M will present a draft plan for review and finalization by DLA / project sponsors. Each task, its deliverables, dependencies, interrelationships, and critical-path items will be tracked on a weekly basis and managed to ensure the logical, timely, and seamless execution of work. Through baselining techniques, A&M will track deviations from the timeline and develop responses to any potential changes in schedule. This living document serves as a roadmap for the effort. A&M uses a six-pillar approach of project success to mitigate risk. A&M's risk and issue management processes support the proactive identification of potential problems to mitigate and resolve impacts to the project's objectives and timeline.

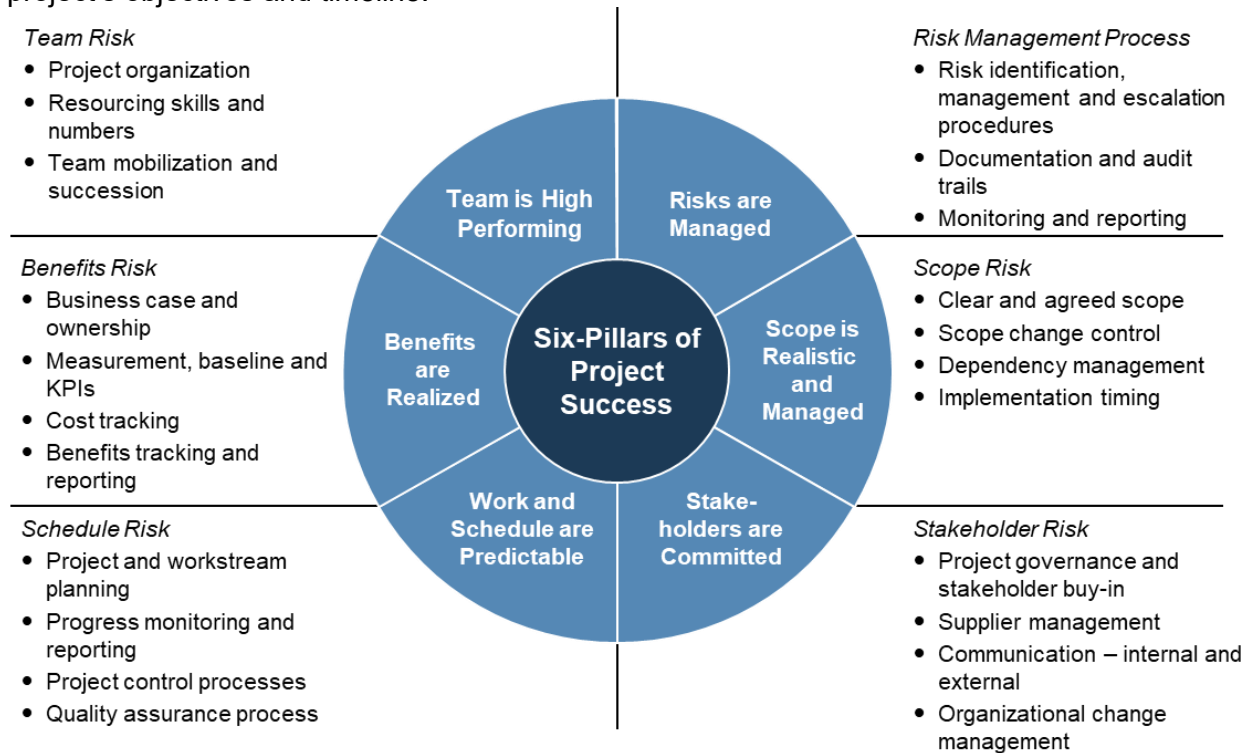


Figure 3: A&M's Pillars of Project Success

Key Stakeholder Meetings / Interviews

A&M's plan envisions two broad categories of stakeholders essential to this project – (1) DHS and DSS staff and (2) non-DHS staff who have an interest in this project. For DHS staff, the plan includes engagement over the project lifecycle to allow reasonable time for schedule availability, initial interviews, and follow up interviews. The A&M team will use the kickoff meeting to identify dates and times for the second group and to include an assessment of individual vs. group interviews and/or focus groups. The A&M team will also confirm methods/applications for scheduling and hosting virtual meetings.



Data Request

DHS data sets, such as FS360 eligibility approval, denial, and termination and Shared Living utilization, number served, and funding levels, will provide valuable insight necessary to understand service gaps and project the impact of project recommendations. In A&M's experience with the North Dakota Developmental Disabilities and other clients, a project constraint is that some of these data sets contain protected health information and may not be controlled by the DLA. The A&M team will use the kickoff meeting to discuss data that will be important to project deliverables and formulate a plan to obtain pertinent data, identify platforms for receiving, analyzing, and storing data, and outline eventual protocols for data disposal and/or de-identification of the data.

Reports and Other Insightful Documents / Information

In preparation for the kickoff meeting, A&M will compile a list for verification by the DLA / project sponsors of reports and other documents that can inform this project and will review reports and other documents available to the public. During the kickoff meeting, the A&M team will discuss documents that are not public and formulate a plan to obtain pertinent information.

Communication

A&M's project plan assumes that the DLA will designate a project sponsor who will be the team's primary point of contact. The A&M team will establish protocols for communication to provide transparency into activities and protect information that is confidential or in draft form and not yet approved for distribution. Protocols established during the kickoff meeting will define how A&M interacts with DHS and non-DHS staff and other stakeholders.

Deliverables

A&M will utilize the kickoff meeting to confirm the team's understanding of the project's goals and deliverables. The A&M team will discuss the preferred software (Microsoft Word, PowerPoint, Excel, Visio) for deliverables, request preferred templates/format for reports, and review required content. The team will also discuss the initial deliverable and the draft project plan and adjust as necessary. The project plan includes two progress reports to keep the sponsor informed of opportunities and challenges as the work progresses.

Assess Access to Program Services

TASK: Assess Access to Program Services

- Draft/vet map of key business processes and waiver participant journey
- Conduct access gap analysis

A&M will complete a review of DHS programs and services and conduct a subsequent gap analysis utilizing information gathered through key interviews and/or focus groups, document reviews, and data analysis. To ensure valid and reliable information, A&M will utilize a process that gathers information, documents information, and then validates information through the remediation of discrepancies.



Key Interviews and Review of DHS programs and Service Access

A&M will conduct interviews with key stakeholders including DHS, DSS, and non-DHS staff. For DHS and DSS staff, the A&M team anticipates interviewing:

- ☐ DSS authority;
- ☐ Department leadership;
- ☐ Division leadership;
- ☐ F360/CHOICES Waiver manager;
- ☐ Division Program Specialists (Pierre); and
- ☐ Staff responsible for key access, operations, and administrative functions – assessment, eligibility determination, authorization processes, waiver management, case management and other state general funded services, information and referral including as it relates to the Front Door of Supports Initiative, administrative hearings for eligibility denial/termination, data analytics, fiscal management, stakeholder engagement, and communications.

For non-DHS staff, the A&M team anticipates interviewing, conducting focus groups, and/ or surveying, as appropriate:

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Legislators <input type="checkbox"/> DD Council Executive and Council (Pierre) <input type="checkbox"/> FS360 Council President and Executive Committee <input type="checkbox"/> Executive Director and DD Representative of Disability Rights SD <input type="checkbox"/> Stakeholders that provided testimony for the Joint Appropriations Committee, to include representatives from Community Support Providers <input type="checkbox"/> FS360 Council <input type="checkbox"/> Tribal representatives <input type="checkbox"/> SD Parent Connection Executive <input type="checkbox"/> Front Door of Supports workgroup | <ul style="list-style-type: none"> <input type="checkbox"/> FS360 Coordinators from each FS360 provider <input type="checkbox"/> South Dakota Association of Community Based Services Provider Executive <input type="checkbox"/> FS360 Provider Executives and Direct Support Professionals <input type="checkbox"/> Shared Living Provider Executives and Providers <input type="checkbox"/> Self-advocates and families of people waiting for or receiving services through FS360 Waiver program and/or the Shared Living Services component of the CHOICES waiver program <input type="checkbox"/> Other referrals and as requested by Project Sponsor |
|---|--|

The A&M team will make efficient use of interview time by applying their broad I/DD service experience and specific understanding of SD's services to review the DHS service continuum and identify gaps. A&M's experts' comprehensive understanding of I/DD systems of care enables A&M to get to the heart of issues using an approach that is positive, and person- and family-centered. As SD and DDD are part of the National Community of Practice for Supporting Families, A&M's interview and engagements with internal and external stakeholders will reflect the guiding principles of the CtLC Framework.



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Where do People with Developmental Disabilities Receive Services?

A&M examined the living arrangements of individuals receiving LTSS from the State IDD Agency in 2018, both in ND and nationally.

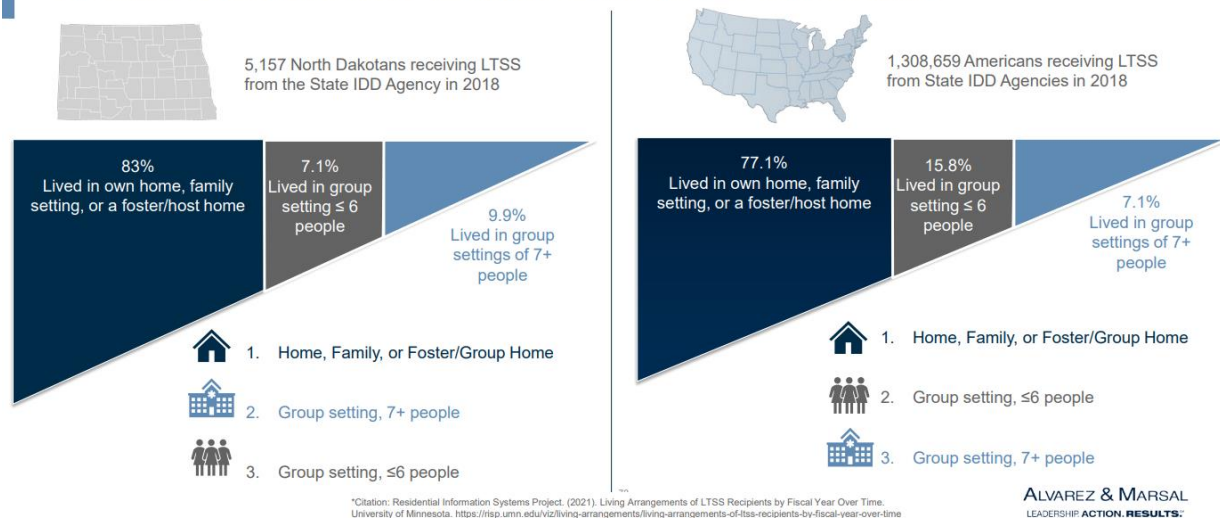


Figure 4: A&M's Application of the National Community of Practice for Supporting Families' Universal Strategy for Transformational Change triangle to North Dakota's Developmental Disabilities Study.

The A&M team will continually scan the environment for system strengths – understanding that the positive aspects of service systems, inclusive of non-eligibility-based supports, often present a pathway for addressing its challenges. Information gathered from DHS staff interviews will be essential in defining the service continuum and protocols used to authorize supports. From these interviews, A&M will produce detailed FS360 and Shared Living Services authorization and utilization process maps that will be used to facilitate non-DHS staff interviews and define waiver participant journey maps. Non-DHS staff interviews will provide a comprehensive assessment of the experience of people and families accessing program services. A&M will then conduct follow-up interviews with DHS to remediate discrepant information, should the information from DHS and their stakeholders not align. Discrepant information that cannot be remediated will be notated in final deliverables.

Data and Information Collection and Analysis

The team possesses and will leverage their extensive experience in gathering information and data from publicly available sources including, but not limited to:

- Applicable State and Federal statutes and regulations governing eligibility determination;
- Waiver applications (including Appendix A specifying authority for the delegation of administrative tasks; Appendix B specifying eligibility criteria; and Appendix J detailing costs);
- DHS budget information;
- DHS website information regarding programs and service access information; and
- National I/DD datasets (e.g. University of Minnesota Residential Information Systems Project, University of Kansas State of the States in I/DD, and National Core Indicators).

The A&M team will also partner closely with the Legislature and DHS to access non-public Departmental reports, documents, and data. The team will work to gather and analyze data pertaining to FS360 Waiver eligibility approval, denial, and termination and will also review and



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organize data on FS360 and Shared Living utilization and numbers of people served, and funding levels. The team will do this through examining:

- Governing regulations and statutes;
- Waiver reports submitted to CMS and CMS' response;
- Administrative hearing findings regarding eligibility termination / denial;
- Interagency agreements, memorandums of understanding, and policy memorandums regarding pertinent DHS program eligibility / services;
- Assessment tools including Level of Care, worksheets and other forms used in the eligibility determination process for pertinent DHS programs;
- Information on processes used to determine service authorization levels;
- Data related to FS360 eligibility determinations, including eligibility denials and terminations;
- Program utilization data to include number of participants, average participant expenditures, and needs-based criteria for service authorization, expenditures, and individuals;
- Medicaid claims data for sample population groups;
- Quality Assurance data, including but not limited to Council on Quality and Leadership; and
- Accreditation reports and Personal Outcome Measure survey results.

Coordination with DHS will be essential in establishing access to and leveraging data from which informed recommendations can be formulated. Past authorization and utilization information will be helpful in identifying gaps in access. To minimize access to protected health information (PHI) data must be deidentified with personally identifiable information (PII) removed from data sets prior to the receipt or analysis of this information. The A&M team will use the kick-off meeting to initiate these discussions, understanding that DHS must be engaged as a partner in this process.

Key project tasks are dependent upon the timing of receipt of information and data critical to project deliverables. The project plan assumes the timely receipt of key information and data. Should information be unavailable, the A&M team will work with DLA / project sponsors to determine other methods for gathering data and information.

Assess Program Operations and Administration

TASK: Assess Program Operations and Administration

- Assess regulatory compliance of FS360 program administration and operations
- Assess program strengths and challenges, through:
 - Peer state benchmarking
 - Review of leading practices (up to 5)
 - Review of use/optimization of Medicaid funding

A&M will assess program operations and administration by completing a regulatory compliance review, conducting peer state benchmarking, reviewing best practices, and analyzing the use of funding. This work will be conducted concurrently with the information gathering for the review of DHS programs / services and gap analysis. A&M's research of regulatory compliance and of peer and other states will be documented in project deliverables and will also be used to inform the deliverables produced by the review of DHS programs / services and gap analysis.

Regulatory Compliance of FS360 Program Administration and Operations

A&M will complete a comprehensive regulatory compliance review through the analysis of regulations, policy and procedures, and practices. Specifically, the team will examine: qualified



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providers, service planning and authorization, self-direction, rights and due Process, and Quality management strategies to identify areas of program or operational strengths and opportunities. In addition to the distinct program regulatory compliance review, A&M will review more broadly the interface between the 2014 Department of Justice guidance related to minimum wage and overtime protections as called out in the FS360 remediation plan.

Peer State Comparisons

A&M will work with DLA / project sponsors to select peer states using, for example, geographic location, population, or composition (urban/rural/frontier). A&M will conduct program, service, and eligibility comparisons for the population targeted by this project in up to five peer states. If, in the course of A&M's work, the team encounters barriers to gathering comparative information, they will work with the project sponsor to select an alternate state or states. The peer state review will include a look at peer state's eligibility, level of care, service array, assurances, and annual spending. The team will also seek information about the state's specific approach to serving and communicating with families and any related advisory bodies.

The A&M team may go beyond the identified peer states and provide a national view of approaches that tie to what the team is learning through internal and external stakeholder interviews. For example, A&M may be able to provide information about which states offer waivers that promote access to specific target populations, have capped waivers, and have services and structures designed to advance policy priorities (illustrative examples include: advancing the use of technology, supporting families, information and assistance services for self-direction, and encouraging self-advocacy and peer supports).

As an example, A&M is currently working with New Hampshire on waiver redesign, including the development of an Individual and Family Support Waiver for people with I/DD. A&M provided detailed comparative information for targeted states based upon a mix of similarities (population, geography, etc.) as well as policy alignment – specifically looking at states that are recognized leaders in policy areas in which New Hampshire would like to grow. A&M has also provided a higher-level overview of approaches to Individual and Family Supports Waivers so that there is a broader context and understanding of how these waivers operate across the nation.

Innovations in Other States and Best Practices

In aggregate, A&M's I/DD experts have worked in more than half of the nation's states and jurisdictions to assess service systems, provide recommendations to address and stabilize crises, and partner with state agencies and legislatures to implement recommended solutions. A&M has also supported stakeholder skill building and engagement in four states, including North Dakota and several multi-state groups through partnership with the University of Missouri, Kansas City Charting the LifeCourse Nexus.

A&M partners with organizations such as the National Association of State Directors of DD Services and National Alliance of Direct Support Professionals to identify innovative practices. A&M has worked extensively with the resources and datasets essential to assessing the continuum of supports available to people with I/DD, including National Core Indicators (NCI), the NCI Staff Stability Survey, the Coleman Institute's State of the States for I/DD Services, University of Minnesota's Institute for Community Inclusion's Residential Information Systems Project, the Rehabilitation, Research and Training Center on HCBS Outcomes, and the Council on Quality and Leadership's Personal Outcome Measures®.

Drawing from A&M's vast network of relationship and experience, the team will work with the DLA / project sponsors to conduct an environmental scan of best practices and state innovation



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to select up to five states doing work in areas most germane to this project. The team will seek to identify an appropriate contact in each state and work with that contact to schedule and conduct an interview to understand the work they are doing, the sequence of events that prompted the work, and project goals, tasks, and timelines. The team will also assess information on projects that have been implemented, as well as paths not taken, to understand how the peer state selected their approach to service delivery. For projects implemented, the team will gather information on lessons learned to include the unintended consequences not anticipated at project outset.

Use / Optimization of Medicaid Funding

Critical to all program management is the assurance that operations are most efficiently and effectively leveraging available federal funding opportunities to promote the broadest access to services while reducing the fiscal liabilities. A&M will work with DDD to conduct a review by analyzing:

- FS360 Waiver renewal process for considering new services to optimize federal funding;
- CHOICES Waiver Amendment where Shared Living was added and related communications;
- Current state general fund spending and policies to identify opportunities for collecting federal matching funds and/or standardizing allocation;
- FS360/Shared Living administrative rule changes and related communications;
- FS360 Financial Guideline changes and related communications;
- Shared Living rate model development/changes and related communications; and
- Communications related to significant Federal policy developments including Companion Care provider agency imposed 20-hour/part-time employee limitation.

After completing the review, A&M will provide recommendations to DDD and DSS to review how leveraging additional federal funds may impact current operations, including any potentially needed waiver or state plan amendments. In addition to the program specific analysis and review as outlined above, A&M will leverage its deep Medicaid knowledge to review other, broader opportunities for consideration that may better optimize federal funding (e.g., moving waiver case management to state plan targeted case management). Any identified opportunities will be workshopped with DDD and DSS to best outline the costs and benefits.

In concert with its quantitative and policy review, A&M will conduct a review of how DDD has communicated funding policies and/or changes with families, service participants, and providers. Due to the importance of providing consistent and transparent information to support program access and stability, A&M's review will help identify opportunities to improve engagement protocols to the broad FS360 and Shared Living stakeholder community. A&M will also conduct an analysis of the composition of FS360 Council, meetings, advisory role, and impact. Information on the Council will be gained through conducting interviews as well as reviewing previous meeting materials to help best understand areas of strength where the Council can maintain and/or grow their role in partnership with DDD and/or opportunities where changes in Council structure may drive higher overall benefit to program operations.



Assess Value / Cost of FS360 and Shared Living

TASK: Assess Value/Cost of FS360 and Shared Living Programs

- Assess FS360
- Assess Shared Living

Understanding the cost and value of the FS360 program and Shared Living service under the CHOICES waiver is critical for DLA and DHS to assess the prioritization and contextualize any recommendations made through this study. A&M will leverage its deep understanding of service delivery nationally, and specific understanding of the SD service delivery system to conduct a peer-to-peer review of a sample of individuals accessing FS360 or Shared Supported Living services to peers accessing the same or comparable services in the CHOICES waiver. A sample will be selected and, using scoring from the Inventory for Client and Agency Planning (ICAP) if available, A&M will conduct a review of service authorization and utilization to identify how the FS360 and/or Shared Supported Living compare to service options and costs for those with similar supports needs accessing services under the CHOICES Waiver. Second, using experience from past work with CSPs reviewing cost reporting information for DHS, A&M will review provider cost report information to compare the cost of providing services under the FS360 and Shared Living service models compared to the CHOICES Waiver model. Taken together, the peer-to-peer analysis will provide a micro-level review of the program's ability to address varying levels of support while the provider cost report review will provide a macro-level comparison of service cost.

Potential Project Deliverables

Often neglected in the production of project deliverables is a critical step – legitimizing findings and recommendations to ensure the validity and accuracy of findings and that the best and most sustainable solutions are matched to the priorities. The work conducted in (1) A&M's program / services review and gap analysis and (2) research of regulatory compliance and of peer states and best practices in other states will occur concurrently. Information gathered in each task will inform the others and serve to progress the team's analysis. The A&M team will use this analysis to develop and enrich the recommendations for addressing service access gaps and opportunities for service improvement aligned with the goals of the State, families, and CSP. The team's work will culminate in a final written report that summarizes findings from the gap analysis and national research scan and presents recommendations for addressing existing services. The team will work with the DLA to present findings as testimony to the SD's Joint Appropriations committee.

Legitimizing potential solutions requires iterative and sometimes robust discussion. This is essential to understanding data, validating and refining analysis, testing hypotheses, considering unintended consequences, and rejecting unworkable suggestions and recommendations. A&M's skill and experience in coordinating with state customers and stakeholder partners sets A&M apart from other firms. Central to A&M's operations and ability to drive real impact is a commitment to deploying person-centered and CtLC tools to facilitate challenging discussions, spending face-to-face time with customers and allowing for real-time exchanges that establish and maintain relationships that can weather the process of legitimizing solutions.



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A&M's focus on the production and presentation of timely deliverables requires ongoing customer engagement and discussion. Prior to finalization, the team will work with DLA / project sponsors to vet all deliverables – to ensure a deep understanding of content and context, validate findings and recommendations, and prepare for questions and other issues that may arise. A&M's customers count on candor, attention to detail, in-depth analysis, and actionable next steps to drive positive change and transformation. The A&M team will partner with DLA so that the work reflects the intentions, culture, and priorities of South Dakotans. A&M is committed to periodic updates to the DLA / project sponsors, onsite presentation of project deliverables to the Joint Appropriations Committee, and to answering additional questions about the report.

SUMMARY OF DELIVERABLES

- Project plan
- Interim progress report #1: may include internal stakeholder engagement, information exchange, key stakeholders/focus group status/scheduling, peer state/leading practices selection, and document review
- Interim progress report #2: may include Choices Waiver assessment findings, initial analysis from key stakeholder interviews and focus groups, data analysis regarding eligibility, utilization, and funding
- Interim deliverables/final report to the Joint Appropriations Committee
 - Waiver participant journey map
 - Program services process map & gap analysis
 - Regulatory compliance review & analysis
 - Comparison of benchmark states
 - Division pressure map
 - Leading practices for FS360/SL
 - Communication processes analysis
 - Medicaid funding enhancement options
 - Waiver cost-benefit analysis

**A final list of deliverables will be determined after discussion with the State.*



Our Resources

A&M has identified a strong team with diverse perspectives and experience in SD, including former state executives and advocates who have firsthand experience in assessing and developing the continuum of services and supports for people with I/DD and who have the ability to, and proven history in, handling project constraints. A&M will utilize limited but targeted onsite presence to engage with key state personnel and / or stakeholders.

As previously mentioned, A&M teams are trained in using person-centered thinking strategies and tools to pose questions, seek diverse perspectives, and customize solutions. A&M teams use the customer journey to structure meeting discussions and use person-centered thinking tools such as What's Working / Not Working and Four +1 Questions framed within the CtLC Trajectory and Three Buckets of Support to elicit input. A&M is skilled in ensuring physical and language access for full and meaningful participation including use of plain language resources. Highlights of the proposed team, including identified subject matter experts, include:

- Senior executives who have program expertise from leading state agencies and organizations committed to providing services and supports to people with I/DD;
- A collaborative approach and a belief that the best results are derived through relationship building and iterative discussions achieved by working together;
- Professionals skilled in leading efforts to meaningfully engage stakeholders to share information, identify issues, offer and vet solutions, create opportunities for double loop learning, and ultimately, build trust through transparent communications; and
- A unique blend of data, finance, and policy expertise that cuts across multiple systems that serve people with I/DD, including Medicaid State Plan and waiver services, institutional services, and rehabilitation services.

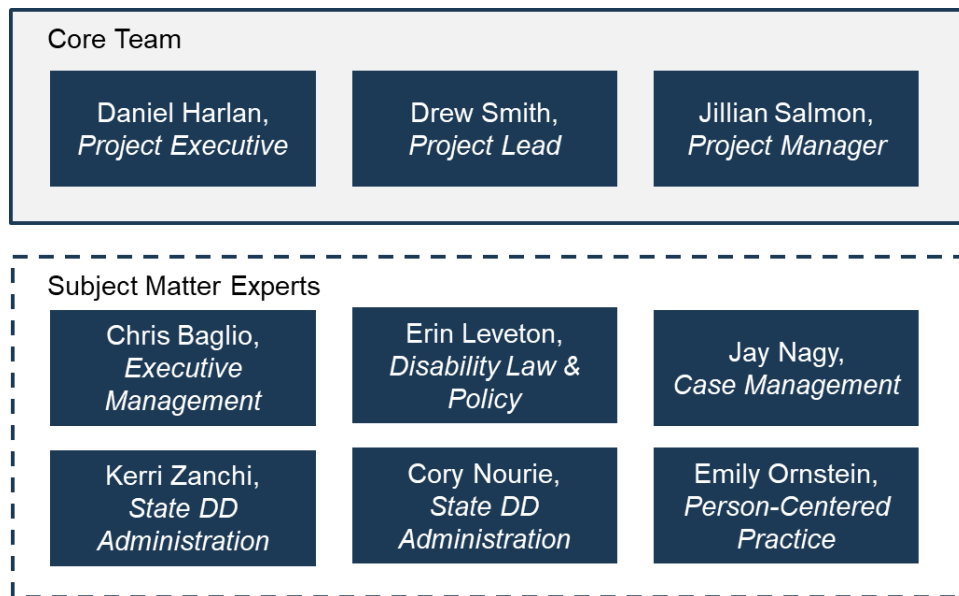


Figure 5: A&M's Core Team and Subject Matter Experts



Daniel Harlan

The A&M team will be led by Daniel Harlan, Project Executive. With strong family ties to SD, he brings familiarity and a strong commitment to the services in the state. He has over 15 years of reputable state and federal consulting experience, understands the importance of government programs, and supports public sector leaders to drive transformational change, realize operational improvements, effectively manage federal resources, and achieve long-term operational sustainability. Mr. Harlan is an expert in program management, operational and organizational assessments, business process re-engineering, process improvement, stakeholder engagement, strategy development, and financial analysis in complex environments.

Mr. Harlan is distinguished by his intersecting knowledge of I/DD services and is recognized for successfully leading the multi-year design and implementation of a large-scale developmental disabilities system transformation Maryland. With his strong policy and change management expertise, he effectively led the drafting of new Medicaid waivers and renewals, the implementation of Targeted Case Management, enhancements to person centered planning for adherence to the HCBS Settings Rule, design and deployment of new IT functionality, and a rate methodology redesign. Mr. Harlan is a certified Project Management Professional and Prosci© Change Management Professional.

Drew Smith

Drew Smith, Project Lead, specializes in Medicaid Long-term Services and Support systems transformation, using a combination of strategic planning, stakeholder engagement, and subject matter expertise in Medicaid HCBS and person-centered thinking. With more than 15 years of experience, Mr. Smith has worked to develop outcome-oriented service models for people with disabilities, develop systems to ensure regulatory compliance, improve and implement quality assurance systems, build and manage stakeholder relations, and support inter-agency government coordination and coalitions to leverage resources more efficiently and effectively.

Mr. Smith's work in I/DD systems includes large-scale system redesign and transformation in both Maryland and New Hampshire, service modernization and workforce strategies in Oklahoma, and stakeholder engagement in SD to support provider cost reporting and policy guidance necessary for preliminary rate development. Mr. Smith is a member of the American Association on Intellectual and Developmental Disabilities, the National Alliance for Direct Support Professionals, and the Council on Quality Leadership.

Jillian Salmon

Jillian Salmon, Project Manager, focuses on services for people with disabilities and older adults, including both Medicaid and state funded supports. Ms. Salmon is experienced at partnering with states to assess and redesign LTSS programs to improve administrative and operational efficiency, as well as access to services for vulnerable populations. She is skilled in HHS policy analysis, stakeholder engagement, and communications, and has combined these skills to support multi-agency transformative HHS initiatives in five different states.

Ms. Salmon recently completed a comprehensive assessment of I/DD services in North Dakota. As part of this work, she led internal and external stakeholder engagement to explore existing services and identify gaps in access, analyzed current state programs and data sources such as



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Medicaid claims data, conducted a national research scan to benchmark, and interviewed peer and promising-practice states to understand the national landscape and opportunities for improvement. Ms. Salmon and the A&M team recommended options to address unmet needs, estimated the fiscal impact of recommended service changes/expansion, and laid out a path for implementing recommended program changes in a three-phase implementation roadmap. Ms. Salmon is a Charting the LifeCourse Ambassador and member of TASH and is certified in Prosci® Change Management.

Subject Matter Expert Skills Summary

A&M's strong Core Team will be supported by seasoned executives who have supported the I/DD community in many ways. Full bios can be found in the Appendix.

Subject Matter Expert	Providing I/DD Services	Assess Access to Services	Assess Program Ops & Admin	Assess Value & Cost of Waiver
Chris Baglio	✓	✓		✓
Erin Leveton	✓	✓	✓	✓
Jay Nagy	✓	✓		✓
Kerri Zanchi	✓	✓	✓	
Cory Nourie	✓	✓	✓	
Emily Ornstein	✓	✓	✓	

5.2.3.2. Requirements

All requirements as outlined in Section 6.1 of the RFP are included in the above Executive Summary (5.2.2.) and Detailed Response (5.2.3.). The requirements for 6.2 and 6.3 are included in the Appendix.



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5.2.4. Cost Proposal

The total cost for the proposed work is a fixed fee of \$348,700 for the period reflected in the proposed workplan, May 29, 2023 – October 9, 2023. This total cost inclusive of travel costs for in-person meetings and associated work efforts and is to be paid in monthly installments, as listed below.

Project Milestones	Amount	Month	Project Activities*
I. Kick-Off Meeting	\$34,870	May	Project Plan, Confirmation of Project Management Protocols and Processes
II. Interim Progress Report #1	\$59,279	June	Internal Stakeholder Engagement, Waiver Documentation, Administrative Documentation
III. Interim Progress Report #2	\$59,279	July	Choices Waiver Assessment, Key Stakeholder Interviews, Focus Groups, Data Analysis
IV. Interim Progress Report #3	\$59,279	August	Process Maps, Waiver Participant Journey Maps, Gap Analysis, Best Practices, Communication Process Analysis, Medicaid Funding Enhancement Options
V. Interim Progress Report #4	\$59,279	September	Regulatory Compliance Review, Benchmark States, Division Pressure Map, Qualitative/ Quantitative Assessments, FS360/SL Benefits/Costs
VI. Final Deliverable	\$76,714	October	Draft and Final Deliverables
Total	\$348,700		
Payment Milestones			
Month-end installments: 5/31/23 – 10/31/23, as specified above			

* Sequencing of project activities will be confirmed in the approved project plan as part of the kickoff.



Previous and Current Service / Contracts (4.4)

North Dakota	
Project Title	Legislative Developmental Disabilities Study
Dates of Contract	February 2022 – June 2022
Contact Information	Organization: Department of Health and Human Services Name: Tina Bay Address: 1237 W. Divide Ave, Suite 1A, Bismarck, ND 58501-1208 Telephone #: (701) 328-8966
<p>Background</p> <p>Stakeholders in North Dakota (ND) reported that the structure of I/DD and ASD programs led to gaps in access. The Legislature engaged A&M to assess ND's current I/DD services and the existing ASD task force to identify gaps and opportunities for improvement.</p> <p>Responsibilities</p> <ul style="list-style-type: none"> • Interviewed staff, community stakeholders, and advocates • Reviewed statute, regulation, policy, eligibility, and process flow documents • Examined an array of the Client's services, including the ASD Voucher, HCBS Waivers, and the Medicaid State Plan • Conducted a national analysis of individual and family support waivers • Evaluated select peer and promising practice states <p>Results</p> <ul style="list-style-type: none"> • Developed a three-phase roadmap for the Client to implement changes • Formed solutions that the Client, stakeholders, and the state agency all agreed with • Proposed an appropriations bill to implement the first phase of the roadmap • Created a framework for a cross-disability children's waiver to provide cost-effective community interventions for children with mild to moderate support needs • Projected costs of adding I/DD waiver slots, clearing existing ASD Waiver waitlists and expanding the eligibility criteria for children ages three through six • Proposed a path for stakeholder involvement with the ASD task force and I/DD council <p>The final report that A&M delivered to the ND Legislature's Human Services Committee on the outcomes of the Developmental Disabilities Study can be viewed here.</p> <p><i>A&M confirms that the work was completed on time and within the \$148,000 budget, upholding all components of the contract.</i></p>	
<p>The Bottom Line for South Dakota</p> <p>A&M has proven results in assessing State Developmental Disabilities programs to identify opportunities for service delivery improvements. The skills that led to success in ND will be applied to the assessment of SD's FS360 and Shared Living in the CHOICES waiver.</p>	



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New Hampshire	
Project Title	Efficiency Assessment
Dates of Contract	August 2020 – December 2020
Contact Information	Organization: Department of Health and Human Services Name: Lori Waver, Interim Commissioner Address: 129 Pleasant Street #4, Concord, NH 03301 Telephone #: (603) 271-9545
<p>Background</p> <p>The New Hampshire (NH) Department of Health and Human Services engaged A&M to conduct a rapid performance assessment to 1) understand the financial impact of COVID-19 on budgets and 2) identify changes in program administration and service delivery. A&M analyzed the waiver structures and service delivery system to provide recommendations.</p> <p>Responsibilities</p> <p>A&M partnered with Division of Long-Term Supports and Services and Bureau of Developmental Services, basing the assessment around four cornerstones of operations optimization:</p> <ul style="list-style-type: none"> • Systems Economy and Efficiency – Operations promote the best alignment between assessed need and service authorization. • System Infrastructure – Adequate systems are in place to collect, measure, monitor, and report service utilization for decision-making. • Access to Services – Appropriate mechanisms are in place to provide participants with access to appropriate services with adequate funding. • Community System Infrastructure – Sufficient community services are available to meet the needs of those deemed eligible to receive services. <p>Results</p> <p>A&M provided a detailed transformation strategy including 1) the development of tiered HCBS 1915I waivers, 2) changes to NH's conflict-free case management structure, 3) the implementation of an acuity-based fee schedule for reimbursing services, and 4) IT modernization. NH has since engaged A&M as a strategic implementation partner. For more insight: Phase 1A and Phase 1B reports.</p> <p><i>A&M confirms that the work was completed on time and within the \$1,854,000 budget, upholding all components of the contract.</i></p>	
<p>The Bottom Line for South Dakota</p> <p>A&M uses its extensive knowledge of DD systems to conduct assessments of I/DD waiver systems that lead to improved program and services delivery. A&M will use its expertise in SD to conduct a comprehensive assessment of FS360 and Share Living in the CHOICES waiver.</p>	



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Maryland Developmental Disabilities Administration	
Project Title	Developmental Disabilities Administration (DDA)
Dates of Contract	September 2018 – February 2023
Contact Information	Organization: Department of Health Name: Robert White Address: 201 W. Preston St, Baltimore, MD 21201-2399 Telephone #: (443) 826-0026

Background

The Management Consulting Support for the DDA's Transformation and Adoption of the LTSS System project was a continuation and expansion of A&M's original project, Financial Restructuring of the DDA, representing a long-standing relationship due to the firm's proven success. A&M focused on business process transformation, programmatic evolution, project / change management, and LTSS system implementation support, which will manage over 22K people's information and facilitate activity reporting and claims submission for ~\$1B in payments of providers' services.

Responsibilities

- **Oversight & Project Management** – Manage the programmatic and operational transformation by monitoring work, mitigating risks, and proactively resolving issues
- **Change Management & Stakeholder Engagement/Communications** – Design and execute these plans to stand up the new Office of Change Management
- **Support for Programmatic & Financial Transformation Initiatives** – Apply subject matter expertise and industry best practices support to DDA staff / external vendors
- **Support the Definition & Development of Functionality in LTSS** – Facilitate DDA's review of requirements, design, and development deliverables produced by the LTSS IT vendor to support their alignment with the DDA's future processes and goals

Results

- Defined the Transformation's vision and objectives, which was consistently used in communications to stakeholders and to ensure the DDA met its Initiative goals
- Led meetings with the Transformation Provider Stakeholder Group, Transformation Targeted Case Management Group, and Rate Review Advisory Group
- Provided input on Service Definitions and Limitations for Rate Setting, LTSS implementation, and Waiver Amendment, which were included in CMS-approved waivers
- Supported LTSS development efforts and the review of deliverables associated with over 40 separate work orders undertaken by the LTSS IT vendor

More information: A&M's [operations plan](#) developed to guide providers through the transition.

A&M confirms that the work was completed on time and within the \$9,577,300 budget, upholding all components of the contract.

The Bottom Line for South Dakota

A&M has a deep understanding of the intricate administration of I/DD agencies. A&M will apply this lens to its thorough assessment of SD's FS360 and Shared Living in the CHOICES waiver.



A&M is well positioned to deliver an integrated approach to drive solutions. In addition to the proposed team, the team will leverage A&M's national experience and proficiency across multiple well-established capabilities. A&M proposes a Core Team who may draw on the Subject Matter Experts throughout the project as needed, all with diverse perspectives and experience providing I/DD services to meet the full spectrum of needs in SD.

Core Team

<p>Daniel Harlan, Managing Director</p> <p>Project Executive</p>
<p>Summary: Daniel Harlan brings a hands-on approach to improving financial and operational management of public sector programs with a focus on health and human services. He specializes in financial and operational assessments, business process re-engineering, process improvement, organizational assessment, stakeholder engagement, and strategy development in complex operational and information technology environments. Mr. Harlan understands the importance of government programs and supports public sector leaders to drive transformational change, realize operational improvements, effectively manage federal resources and achieve long-term operational sustainability.</p>
<p>Relevant Experience:</p> <p>State Budget Office</p> <ul style="list-style-type: none"> Assessing a state's readiness for the Public Health Emergency (PHE) Medicaid Unwinding to identify risks, opportunities, and strengths across the agencies making recommendations around to improve 1) technology, automation, and policy; 2) reduce workloads; and 3) transfer or alleviate workloads <p>Rhode Island Pandemic Recovery Office</p> <ul style="list-style-type: none"> Led a team that supported establishment of the State and Local Fiscal Recovery Funds approval and tracking processes, leveraging lessons learned from the management and tracking of earlier stimulus funds <p>Rhode Island Dept. of Administration / Office of Management & Budget</p> <ul style="list-style-type: none"> Led a team with broad responsibility for oversight and management of funds received through multiple federal authorities (CRF, FEMA, Direct Awards) - work included refining pandemic response budgets, monitoring performance, and optimizing funding flexibility <p>Colorado Office of State Planning and Budget</p> <ul style="list-style-type: none"> Oversaw a team analyzing the potential statewide fiscal impact of the Infrastructure Investment and Jobs Act - work included building a database to identify and track new funding streams and estimating resource impact from federal matching requirements <p>Rhode Island Division of Children Youth and Families</p> <ul style="list-style-type: none"> Led a team to identify areas for improvement and optimization of resources, including renegotiating private agency foster care contracts, managing key transformations, and aligning services with available Federal funding <p>Maryland Development Disabilities Administration</p>



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- Stabilized financial operations of a \$1B+ program and executed a transformation plan to re-engineer operational processes, develop a new IT platform, and implement programmatic and policy changes to reduce state general fund expenditures by >\$15M

Mr. Harlan is a certified Project Management Professional and is certified in Prosci® Change Management. He holds a B.S. in Systems Engineering from the University of Virginia.

Drew Smith, Director

Project Lead

Summary: Drew Smith has more than 15 years of experience in Medicaid financing and policy, stakeholder engagement, and health and human services systems transformation. Mr. Smith focuses on assessment-informed resource allocation methodology, policy implementation, data mapping and analysis, and performance monitoring and planning.

Relevant Experience:

Oklahoma Dept. of Human Services / Dept. of Developmental Disability Services

- Evaluating and providing recommendations for modernization of services and processes; supported research to evaluate current community-based service options along with national best practice models

New Hampshire Department of Health and Human Services

- Leads a multi-year, multi-workstream project to redesign and modernize the developmental disabilities service system, providing support impacting budgeting, policy development, administrative rule and statute review, and stakeholder engagement efforts

Maryland Developmental Disabilities Administration

- Led a team providing operational support to implement numerous system changes to expand access and choice for services to people with developmental disabilities

South Dakota Division of Developmental Disabilities

- Supported efforts to collect cost report data from service providers for preliminary rate development for developmental disabilities services, provided policy guidance and recommendations for rate methodology, and conducted stakeholder engagement to support data collection activities and education

Community Bridges Consulting Group

- Co-founder, consulting on Medicaid developmental disability policy and services

The Council on Quality and Leadership

- Chief Operating Officer during time of reengineering service provider accreditation standards; consulted on utilizing quality of life outcomes data to shape policy

Human Services Research Institute

- Worked on assessment-informed resource allocation methodology, developmental disability service system planning, and assisting cross-state system transformations

Mr. Smith holds a B.A. in Business Management & HR Management from Portland State University and an M.B.A. in Health Care Administration from Marylhurst University.



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Jillian Salmon, Manager
Project Manager

Summary: Jillian Salmon focuses on services for people with disabilities and older adults, working with state agencies to assess and redesign LTSS programs to improve administrative and operational efficiency, as well as access to services for vulnerable populations. She has experience in planning and executing extensive internal and external stakeholder engagement in multiple states, and in conducting national policy research scans and surveys in a number of topics related to Medicaid programs, including both 1915 and 1115 waivers.

Relevant Experience:

New Hampshire Department of Health and Human Services

- Supports statewide implementation of 1115 demonstration amendment, oversees compliance with CMS implementation plans and supports stakeholder engagement through public comment hearings service partner training, and leads pursuit of community reentry demonstration to provide enhanced care coordination activities

North Dakota Division of Developmental Disabilities

- Supported comprehensive assessment of state I/DD services, including mapping pathways to services, identifying access gaps, benchmarking against national standards, conducting interviews with peer states, and scoping costs

ADvancing States (Formerly Nat'l. Assoc. of States United for Aging and Disabilities)

- Assessed agency infrastructure for opportunities for additional claiming, agency duplication, and compliance with the HCBS Settings Rule in two states; conducted scans of nationwide waiver performance measures and quality assurances

Ms. Salmon is a certified Charting the LifeCourse Ambassador and is certified in Prosci® Change Management. She holds a B.A. in Public Health from American University.



Subject Matter Experts

A&M's subject matter experts will be able to provide additional support, when needed, to the proposed Core Team members.

Chris Baglio, Senior Director

Summary: Dr. Chris Baglio brings 30+ years of clinical management experience in developing creative solutions to exceptional challenges. Using a scientific approach, he has helped numerous states develop valid and reliable tools, capture practical information, and facilitate quality initiatives across divisions.

Oklahoma Dept. of Human Services / Dept. of Developmental Disability Services

- Leading a team engaged to evaluate and provide recommendations for redesign of quality management and performance improvement processes, including stakeholder engagement, environmental scans, and service modernization

Washington D.C. Dept. of Health Care Finance / Long-Term Care Services & Support

- Implemented new technology and adoption of a standardized instrument to perform eligibility assessments for individuals to maintain services - work included regular stakeholder engagement to reduce time to perform assessments

Indiana Family & Social Services Admin. / Div. of Disability & Rehabilitative Services / Div. of Aging

- Provided direction and support to the quality improvement project, including complaint investigations, incident and mortality reviews, and risk management; currently an active member of Indiana's Quality Improvement Executive Committee

Idaho Department of Health & Welfare

- Implemented projects to provide access to home and community-based services for children and adults with developmental disabilities and serious emotional challenges

Dr. Baglio is a Certified Ambassador for CtLC. He has an M.S. in Child Development and an Ed.D. in Ethical Leadership from Olivet Nazarene University.



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Erin Leveton, Senior Director

Summary: Erin Leveton has more than 25 years of experience working in disability law and policy, including 7 years in state government. Ms. Leveton works to improve and implement quality assurance systems, develop outcome-oriented service models for people with disabilities, increase opportunities for employment and community integration, build and manage stakeholder relations, and support coordination to leverage resources and improve common resident experiences.

North Dakota Legislative Management

- Project lead and subject matter expert for a comprehensive assessment of state I/DD services, including mapping pathways to services, identifying access gaps, benchmarking against national standards, conducting interviews with peer states, scoping costs, and stakeholder engagement

Oklahoma Developmental Disabilities Services

- Supported service modernization through statewide stakeholder engagement, assessment, and recommendations regarding access to waiver services, supports for people and families, and self-direction

Washington D.C. Department on Disability Services

- Supported the launch of DC's self-direction project, including gap analysis, process mapping, and designing plans for quality management, customer service, fraud prevention, participant promotion, and identifying cost savings
- Past Deputy Director for Quality and Performance Management Administration for the Developmental Disabilities Administration and Rehabilitation Services Administration

Other clients include the Oregon Department of Human Services, Maryland Developmental Disabilities Administration, Nebraska Division of Developmental Disabilities, New Hampshire Bureau of Developmental Services, and the Rhode Island Division of Developmental Disabilities.

Ms. Leveton is a graduate of the University of Delaware Leadership Institute in Developmental Disabilities and a certified CtLC Ambassador Coach and Presenter. Ms. Leveton received her J.D. from Georgetown University.



Jay Nagy, Senior Director

Summary: Jay Nagy has more than 20 years of experience working in private sector finance, health system strategy, managed care, and human services. Mr. Nagy specializes in HHS system transformation and Medicaid managed care for complex-needs populations, with a particular focus on ID/D and behavioral health. He is a subject matter expert working to strengthen and transform Medicaid-funded programs for people with behavioral health needs and / or I/DD.

New Hampshire Department of Health & Human Services

- Leads team to transform service delivery by enhancing inpatient psychiatric bed capacity through a section 1115 demonstration waiver and reducing readmissions with Critical Time Intervention, an evidence-based transition program
- Secured amendment of state's original substance use disorder 1115 demonstration to authorize services in Institutions for Mental Diseases for serious mental illness and serious emotional disturbance; leads team supporting state's request to expand 1115 demonstration and expand coverage to incarcerated members who are transitioning to the community with tailored care coordination services

Magellan Healthcare

- Led the separation office for one of the nation's leading specialty managed care companies, supporting divestiture of a \$3 billion Medicaid managed care business unit

New Mexico Department of Health

- Led economic feasibility analysis for state-operated behavioral health, long-term care, and veterans care facilities, developed proprietary forecast of safety-net population and its anticipated service needs

Advance Care Alliance of New York

- Founding CEO of the state's second largest of seven Care Coordination Organization / Health Homes (CCO/HH); led company through launch as a Medicaid-enrolled provider, securing designation as a CCO/HH and overseeing development and implementation of all necessary processes, systems, and technology critical to commence operations

Mr. Nagy received a B.S. in Finance and B.A. in International Studies from the University of Pennsylvania.



Kerri Zanchi, Director

Summary: Kerri Zanchi is a Licensed Certified Social Worker with more than 25 years of executive leadership in private and public disability supports and healthcare systems. Ms. Zanchi specializes in HCBS and understands health and human service needs of cross-disability communities.

Relevant Experience:

Maryland Department of Health Developmental Disabilities Administration

- Project lead for the design, implementation, and operations of the Office of Change Management; led communications and fee-for-service system transformation strategy to promote stakeholder confidence, trust, and engagement in change initiatives

Rhode Island Behavioral Healthcare, Developmental Disabilities, and Hospitals

- As Director of Division of Developmental Disabilities, was responsible for administration and performance of staff supporting > 4,000 individuals through the provision of Medicaid home and community-based waiver services. Led Division's regulation reform to advance transformation and ensure compliance with the HCBS final rule, the 21st Century Cures Act (EVV), and the 2014 statewide settlement agreement with the Department of Justice

Center for Living and Working

- As Associate Executive Director, was responsible for the operational and fiscal management of independent living services, personal care management, and long-term supports and services coordination to ensure quality cross-disability programs and services for >3,000 consumers; coordinated between agencies to strengthen partnerships to promote the State's No Wrong Door initiative to streamlined access to services

Ms. Zanchi is certified in Prosci® Change Management and Lean Six Sigma – Green Belt (in progress). She is also a member of the National Association State Directors of Developmental Disabilities Services, Alumni Association, and American Association on Intellectual and Developmental Disabilities. Ms. Zanchi received her M.A. in Social Work from Rhode Island College.



State of South Dakota Department of Legislative Audit
Study Concerning the Family Support 360 and Shared Living Programs
Response to RFP# 23RFP8611

Cory Nourie, Manager

Summary: Cory Nourie brings over 20+ years of operations and clinical experience working with individuals with disabilities and their families. Ms. Nourie has demonstrated experience developing provider relationships and capacity, convening key stakeholders to solve complex problems, and promoting and developing self-advocates.

Relevant Experience:

Delaware Dept. of Health & Social Services, Div. of Developmental Disabilities Services

- Directed all HCBS waivers while leading pandemic recovery efforts, including hosting family caregiver townhalls, sending monthly family letters, and organizing family caregiver vaccine events; responsible for overseeing authorized providers to support waiver service recipients and ensured services were compliant with state and federal standards; developed and led an aging caregiver initiative to proactively plan for service needs of the future

Nemours Alfred I. DuPont Hospital for Children

- Designed and implemented a clinical Division and connected patients to resources, developed protocols and guidelines, facilitated family education events and workshops, and created responsive systems to address gaps encountered by young adults

University of Delaware Center for Disabilities Studies

- Project Director of a federally funded Project of National Significance for young adults with I/DD; author of Junior Partners in Policymaking, for young adults 15-22 with I/DD and their siblings

Ms. Nourie is a National Leadership Institute graduate and Certified Master Instructor in Therapeutic Options, the Vice Chair of the Community Advisory Council at the Center for Disabilities Studies at the University of Delaware, and an active nomination to join the Board of the Arc of Delaware. Ms. Nourie received her Master of Social Service & Master of Law and Social Policy from Bryn Mawr.



Emily Ornstein, Manager

Summary: Emily Ornstein has more than 15 years of experience overseeing complex projects within a variety of disciplines including professional development, curriculum design, change management, human rights advocacy, and stakeholder engagement.

Relevant Experience:

Maryland Department of Health Developmental Disabilities Administration

- Coordinated internal and external stakeholder engagement to promote a culture of trust and collaborative problem-solving and to support internal and external preparedness; facilitated focus groups which contributed to a guide for people with developmental disabilities and families

Washington D.C. Department on Disability Services

- Provided technical assistance for person-centered planning across the agency and state; represented the Department on national working groups on innovations supporting families of people with developmental disabilities across the lifespan; person-centered lead for the DC No Wrong Door initiative

RCM of Washington, Inc.

- Director of Education & Outreach; Managed DDA and RSA day & employment programs

Integrated Living Opportunities

- Monitored disability service rules and policy recommendations and managed stakeholder engagement with local service providers as a disability rights advocate

Prior to A&M, Ms. Ornstein created the first International Learning Community for Person-Centered Thinking board approved Person-Centered Thinking two-day training curriculum embedding supporting family tools developed by the CtLC framework. She holds various certifications for CtLC, including the Stakeholders Facilitator Badge, Action Facilitator Badge, and Ambassador Series. She is a Person-Centered Thinking Treatment Planning Trainer, Trainer, and Coach. Ms. Ornstein received her M.A. in Human Rights Law from the American University in Cairo.